

REMARKS

Claims 1-26 are pending in the present application. Claims 4-21 and 23 are rejected under 35 U.S.C. 112 as indefinite. Claims 25 and 26 are stated by the Examiner to be allowable. Specific instances of indefiniteness are listed by the Examiner for claims 4,16,13 and 23. (The Office Action refers to claim 14, but the comments made relate to claim 4 rather than 14). Claims 4,13,16 and 23 have been amended in accordance with the Examiner's suggestions to improve their clarity.

In the rejection of claims 4 and 16 under 35 U.S.C. 112 the Examiner suggests that claims 4 and 16 may be allowable if they were clarified with respect to what the drive arm is retracted. Claims 4 and 16 have been amended to recite that the drive arm is retracted in a direction away from the attachment member. Because there is no art cited against claims 4 and 16 they are now asserted to be allowable as are claims 5-12 and 17-21 which depend therefrom.

Claims 1,3,13,15,22 and 24 stand rejected under 35 U.S.C. 102(b) as anticipated by U.S. Patent 5,884,432 to DeLillo. The reference teaches a vehicle barrier having a gate arm 18 which is rotated up and down in response to forces applied by a gate arm attachment 16 connected to the gate arm by a breakaway assembly 12. The breakaway assembly of DeLillo is constructed to fracture when sideways forces are applied to the gate arm 18. When such a sideways force is applied the breakaway assembly is destroyed and must be replaced by a system of pins and screws.

Applicant's system includes an actuator which is connected to a moving barrier by a release mechanism. The release mechanism couples the moving barrier to the actuator by means of a friction/snap fit action. Applicants release mechanism retains the connection between the barrier and the actuator when forces conveyed are within range of normally expected forces. When the forces exceed the normal range (are greater than a predetermined force) a portion of the release mechanism attached to the barrier non-distructively disengages from a portion of the release mechanism attached or a part of the actuator. In this way, the goal of protection from forces which are too great is provided in a manner which does not break any portion of the barrier-actuator assembly.

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Claims 1, 13 and 22 have been amended to clarify the non-destructive disengagement of the release mechanism (releasing means). Thus, the release mechanism (means) of claims 1 and 13 as amended as well as the non-destructively releasing step of claim 22 are not taught or suggested by the DeLillo reference which depends on part breakage to provide its protection. Accordingly, the 35 U.S.C. 102 rejection of these claims is traversed and claims 1,13 and 22 as well as claims 2,3,14,15,23 and 24 which depend from them are asserted to be allowable.

The Commissioner is hereby authorized to charge any additional fees which may be required in this application under 37 C.F.R. §§1.16-1.17 during its entire pendency, or credit any overpayment, to Deposit Account No. 06-1135. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1135.

Respectfully requested,

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